



## **TOWN COUNCIL MEETING February 03, 2022 at 7:00 PM**

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*950 Senoia Road, Tyrone, GA 30290*

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**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### **AGENDA**

***Social Distancing will be observed, and seating is limited. The meeting can be accessed live at [www.tyrone.org/youtube](http://www.tyrone.org/youtube). If you do not plan to attend, please send any agenda item questions or comments to Town Manager Brandon Perkins ([bperkins@tyrone.org](mailto:bperkins@tyrone.org)).***

#### **I. CALL TO ORDER**

#### **II. INVOCATION**

#### **III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS:** *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

#### **V. APPROVAL OF AGENDA**

**VI. CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

- [1.](#) Approval to surplus and auction off eight (8) Town vehicles.
- [2.](#) Consideration to approve Georgia Rheumatology's (c/o Khanis Business Properties, LLC) Stormwater Management Operations and Maintenance Agreement with the Town of Tyrone.
3. Approval of Council meeting minutes from January 20, 2022

#### **VII. PRESENTATIONS**

- [4.](#) Presentation of the Audited FY 2020/2021 Town of Tyrone Financial Report presented by Julie George, Audit Manager with Rushton and Company.

## VIII. PUBLIC HEARINGS

5. Consideration for a retail consumption alcohol license for Hot Tuna Seafood & Bar, LLLP, located at 1158 B Senoia Road. **Dee Baker, Town Clerk**

## IX. OLD BUSINESS

6. Consideration of a Resolution fulfilling the requirements to activate a Downtown Development Authority in the Town of Tyrone. **Brandon Perkins, Town Manager**
7. Consideration of a new ordinance governing the establishment and operation of the Downtown Development Authority. **Brandon Perkins, Town Manager**

## X. NEW BUSINESS

8. Consideration of an employee compensation adjustment. - **Brandon Perkins, Town Manager**
9. Resolution to adopt the Fayette County 2021 Annual Report on Fire Services Impact Fees (FY 2021), including comprehensive plan amendments for updates to the capital improvement element and short-term work program (FY 2022- FY 2026). **Phillip Trocquet, Town Planner**
10. Consideration to Award the 2021 Sidewalk Repairs Dublin Downs, Southampton and Cathy Estates PW-2021-16.

**Scott Langford, Public Works Director and Town Engineer**

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## XII. STAFF COMMENTS

## XIII. COUNCIL COMMENTS

## XIV. EXECUTIVE SESSION

## XV. ADJOURNMENT



# COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 1.

Department: Administration

## COUNCIL MEETING DATE

February 3, 2022

☐ Workshop ☐ Regular Meeting

☒ Consent Agenda

## STAFF CONTACT

Brandon Perkins, Town Manager

## Staff Report:

### Item Description:

Approval to surplus and auction off eight (8) Town vehicles.

### Background/History:

As Town-owned vehicles reach the end of their service life, it is necessary to designate them as surplus by Council before they can be disposed of. Once designated surplus, they will be auctioned off to the public on GovDeals.com and the proceeds will be added to the appropriate Town accounts.

### Findings/Current Activity:

The following vehicles are ready for surplus and auction:

2008 Ford Crown Victoria VIN #2FAFP71V48X136207  
2011 Dodge Charger R/T VIN #2B3CL1CT7BH565412  
2012 Dodge Charger R/T VIN #2C3CDXAT0CH282650  
2013 Dodge Charger VIN #2C3CDXAT8DH720963  
2013 Chevy Tahoe VIN #1GN1C2E09DR331807  
2015 Dodge Charger VIN #2C3CDXAT7FH925290  
2005 Ford Focus VIN #1FMCU02755K545645

Is this a  
budgeted item?

Y

☐

N

☒

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends that each of these vehicles be designated as surplus and auctioned.



# COUNCIL ITEM AGENDA REQUEST FORM

Section VI, Item 2.

Department: Public Works

## COUNCIL MEETING DATE

October 7, 2021

## STAFF CONTACT

Devon Boullion, Environmental Specialist

## Staff Report:

### Item Description:

Consideration to approve Georgia Rheumatology's (c/o Khanis Business Properties, LLC) Stormwater Management Operations and Maintenance Agreement with the Town of Tyrone.

### Background/History:

Per the Town of Tyrone's Development Regulations, new developments are required to construct and maintain on-site stormwater management facilities in order to protect the health, safety, and welfare of the Town of Tyrone's residents. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual.

### Findings/Current Activity:

Pending council approval, the agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

Is this a  
budgeted item?

Y

☐

N

☒

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends authorizing Mayor Dial to execute the Agreement between Georgia Rheumatology (c/o Khanis Business Properties, LLC) and the Town of Tyrone for the purpose of finalizing the agreement prior to the issuance of the certificate of occupancy for the facility.



**STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT**  
**Town of Tyrone, Georgia**

THIS AGREEMENT, made and entered into this 20th day of January,  
20 22, by and between (insert full name of owner)

Khasnis Business Properties, LLC

his/her successors and assigns, including but not limited to any homeowners association,  
commercial developer, holder of any portion of the below described property, and/or similar  
(hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as  
(Fayette County Tax Map/Parcel Identification Number) 073611010  
and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5370 page  
0020, and Plat Book 37, page 78-82, and more particularly described on the  
attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and  
WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known  
as (insert name of plan/development)

Georgia Rheumatology Clinic  
(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by  
the Town, provides for detention and/or management of stormwater within the confines of the  
Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare  
of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management  
facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1.

The on-site stormwater management facilities shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3.

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5.

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.


[SIGNATURES FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their  
duly authorized official, this Agreement.

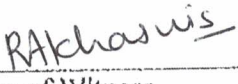
**PROPERTY OWNER  
LIMITED LIABILITY CORPORATION**

Name of LLC: KHASNIS BUSINESS PROPERTIES LLC, A Georgia Corporation  
Printed or Typed Name

By:   
Signature

ATUL KHASNIS  
Typed or Printed Name

Title: OWNER

Attest:   
Signature of Witness

RUPALI KHASNIS  
Typed or Printed Name

Title: OWNER



**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

*E. M. Boyd*  
REGISTERED LAND SURVEYOR NO. 2227  
DATE *2/10/03*

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE FLOOD HAZARD AREA, EXCEPT AS INDICATED ON THIS PLAT.

REFERENCE F.I.R.M. NUMBER 13113 C 0080 D  
DATE 3/18/96

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

A TOPCON GTS-303 WAS USED TO COMPILE THE ANGULAR AND LINEAR FIELD DATA.

#### RIGHT-OF-WAY CURVE DATA

#	ARC	RAD	CHD	BEARING	LOT
1	103.72'	807.14'	103.65'	S 2° 45' 33" E	1
2	133.48'	288.28'	132.30'	S 6° 46' 48" W	1
3	81.67'	450.32'	81.56'	S 14° 48' 15" W	1
4	77.36'	450.32'	77.27'	S 4° 41' 14" W	2
5	69.36'	418.98'	69.28'	S 4° 57' 56" E	3
6	102.00'	418.98'	101.75'	S 16° 39' 18" E	12
7	39.48'	418.98'	39.47'	S 28° 18' 24" E	13
8	112.17'	343.58'	111.67'	S 18° 38' 49" E	13
9	67.56'	343.58'	67.45'	S 4° 39' 40" E	14
10	181.54'	60.00'	119.80'	S 65° 42' 28" E	14
11	101.20'	60.00'	89.63'	N 40° 42' 28" W	15
12	100.11'	403.57'	99.86'	N 8° 08' 05" W	18
13	111.00'	403.57'	110.65'	N 21° 07' 14" W	19
14	170.72'	359.96'	169.12'	N 15° 24' 47" W	20
15	10.00'	359.96'	10.00'	N 1° 01' 48" W	21
16	39.22'	390.32'	39.20'	N 2° 38' 40" E	28
17	98.62'	390.32'	98.36'	N 12° 45' 41" E	29
18	40.81'	349.28'	40.78'	N 10° 39' 09" E	30
19	120.36'	349.28'	119.77'	N 3° 25' 55" E	30
20	98.01'	747.14'	95.94'	N 2° 45' 33" W	...

#### Maintenance Guarantee

The undersigned, its successors and assigns, hereby warrants and guarantees to the Town of Tyrone the full and complete maintenance of a certain improvement known as Market Hill Office Centre and particularly shown in:

Plat Book \_\_\_\_\_ Pages \_\_\_\_\_ of the Fayette County Records

This warranty and guarantee is made in accordance with the Tyrone Land Development Ordinance. This guarantee includes not only paving but also all other appurtenant structures and appurtenances within the right-of-way of said roads and in the easement including but not limited to all curbing, drainage pipes, culverts, catch basins, drainage ditches, tile paths, cart paths, pedestrian paths and other public improvements. Utilities owned and operated by a governmental body or public utility company, with the exception of privately owned facilities, shall be the responsibility of said governmental body or public utility company and not the developer.

The developer shall correct and repair or cause to be corrected and repair all damages to said improvements resulting from any cause whatsoever. In the event the developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the Town and all costs and charges billed to and paid by the developer, but this remedy shall not limit the Town, and it shall also have any remedies available to it as approved by law.

The terms of this agreement shall be for a period of two (2) years beginning on the date of written acceptance of said improvements by the Town as evidenced by the final plat approval of said completed improvements.

After the termination of said two (2) year period the Town shall be responsible to the citizens of Tyrone for the maintenance of said improvements as provided by law. Provided, however, any damages which occurred prior to the end of said two (2) year period and which still are unrepaired at the termination of said period shall remain the responsibility of the developer (written notice of said damages must be given prior to the time the two (2) year period ends).

IN WITNESS WHEREOF, the developer has caused this Agreement to be executed by its duly authorized officers this \_\_\_\_\_ Day of \_\_\_\_\_, 2002.

*E. M. Boyd*  
Title \_\_\_\_\_

#### FINAL PLAT OF

### MARKET HILL OFFICE CENTRE

TOWN OF TYRONE

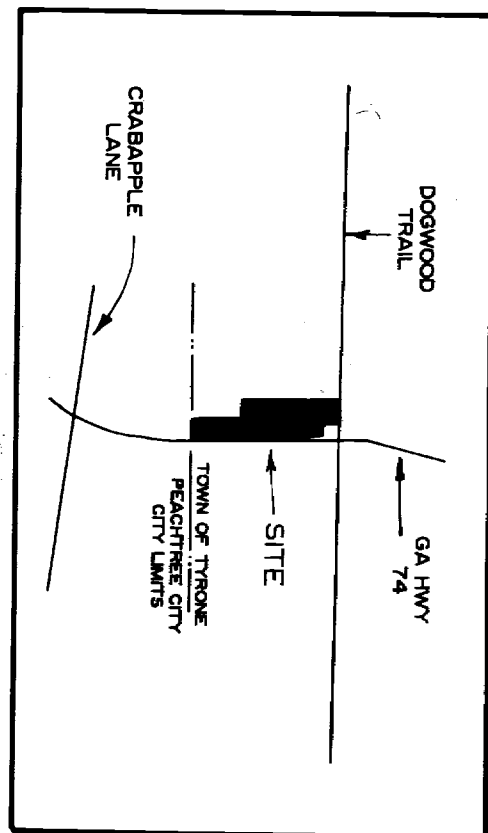
LAND LOT 136 7th DISTRICT  
FAYETTE COUNTY, GEORGIA

2/10/03

#### BOYD & ASSOCIATES

LAND SURVEYING & ENGINEERING, INC.

325 SOUTH LEE STREET  
FAYETTEVILLE, GA 30214  
(770) 461-2417



GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS *27* DAY  
OF *February*, 2003, *2:10 PM*

BOOK *37* PAGE *78*

CLERK *Julia Pauland/AS*

#### GENERAL NOTES

- OWNER / DEVELOPER: C.S.N. PROPERTIES, LLC (BURTON L. CLARK)  
105 CHURCH STREET  
BROOKS, GA 30205  
(770) 719-2483
- PROPERTY ZONED = *01* MINIMUM LOT AREA = *100 AC.*
- TOTAL AREA = *44.137 ACRES*
- TOTAL NUMBER OF LOTS = *30*
- BUILDING SETBACKS:  
FRONT = *55'*  
SIDE = *8'*  
REAR = *30'* (UNLESS NOTED OTHERWISE)
- LOTS SERVED BY FAYETTE COUNTY WATER SYSTEM.
- LOTS SERVED BY INDIVIDUAL SEPTIC TANKS & DRAIN FIELDS.

#### LEGEND

- |                           |   |
|---------------------------|---|
| CB - CATCHBASIN           | T.B.M. - TEMPORARY BENCH MARK               |
| D.I. - DROP INLET         | R/W MON. - RIGHT-OF-WAY MONUMENT            |
| H.W. - HEADWALL           | BL - BUILDING LINE                          |
| DE - DRAINAGE EASEMENT    | I.P.F. - IRON PIN FOUND                     |
| P.C. - POINT OF CURVATURE | M.F.F.E. - MINIMUM FINISHED FLOOR ELEVATION |
| P.T. - POINT OF TANGENCY  |   |

THIS PLAT IS SUBJECT TO THE PROTECTIVE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED \_\_\_\_\_ WHICH HEREBY BECOMES(A) A PART OF THIS PLAT.

RECORDED IN DEED BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ ON \_\_\_\_\_

#### FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF GEORGIA PLAT ACT.

*E. M. Boyd*  
REGISTERED LAND SURVEYOR NO. 2227  
DATE *2/10/03*

#### FINAL PLAT APPROVAL

THIS PLAT COMPLIES WITH THE ZONING REGULATIONS, THE LAND DEVELOPMENT ORDINANCE AND ALL OTHER REGULATIONS GOVERNING THE LAND DEVELOPMENT OF THE TOWN OF TYRONE.

TOWN ENGINEER *E. M. Boyd* DATE *2-21-03*

MAYOR *Shirley* DATE \_\_\_\_\_

TOWN CLERK *Nancy Miller* DATE *2-23-03*

#### Approved Dept. of Public Health Fayette County, Georgia

This plat has been reviewed by a representative of the Fayette County Health Department and based on soils information, the lay of the land, etc., this land appears suitable for the installation of septic tanks and drain fields. However, each lot will have to be inspected to determine the location of house, style of house, etc. before final approval can be issued.

*Robert J. Kunkle*  
Environmental Health Specialist III  
DATE *2/19/03*

#### Certificate of Dedication State of Georgia County of Fayette

The owner of the land shown on this plat acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey in fee simple to the Town of Tyrone, Georgia, and further dedicate to the use of the public forever all streets and right-of-way shown hereon, alleys, cart paths, watercourses, drains, easements, greenbelts and public places hereon shown on plat except those easements designated on plat as other utility company's easements.

In consideration of the approval of this final plat and other valuable considerations, the owners do hereby agree to hold the Town of Tyrone, Georgia, harmless from any and all monetary liabilities which may arise from any and all claims, damages or demands arising on account of the design and construction of public improvements of the property shown herein, to include but not limited to, the roads, streets, fills, embankments, ditches, cross drains, culverts and bridges within the proposed right-of-way shown, resulting from any and all causes other than by an act of the Town of Tyrone, Georgia.

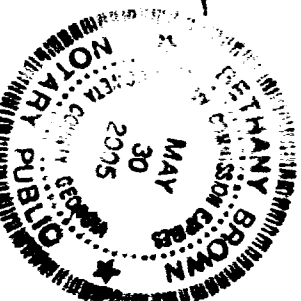
And further, the owner warrants that he owns fee simple title to the property shown hereon and agrees that the Town of Tyrone shall not be liable to the undersigned or subsequent owners in title for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains extension, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the owner. I further warrant that I have the right to convey said land according to this plat and do hereby bind myself and the owners subsequent in title to defend the covenants and agreements set out.

IN WITNESS THEREOF, I have hereunto set by hand and affixed my seal this

*24th* day of *February*, 2003

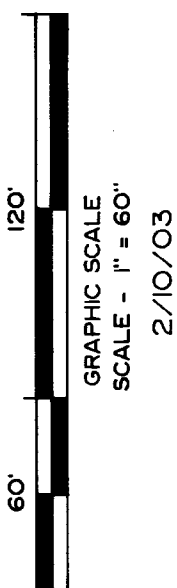
Owner *C.S.N. Properties LLC - May, RL*

*Balwyn Brown*  
Notary Public of Georgia



# MARKETHILL OFFICE CENTRE

L.L. 136 7th DISTRICT  
FAYETTE CO., GA.



**BOYD & ASSOCIATES**  
LAND SURVEYING & ENGINEERING, INC.

325 SOUTH LEE STREET  
FAYETTEVILLE, GA 30214  
(770) 461-2417



GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY

OF February, 2003, 2:10 PM

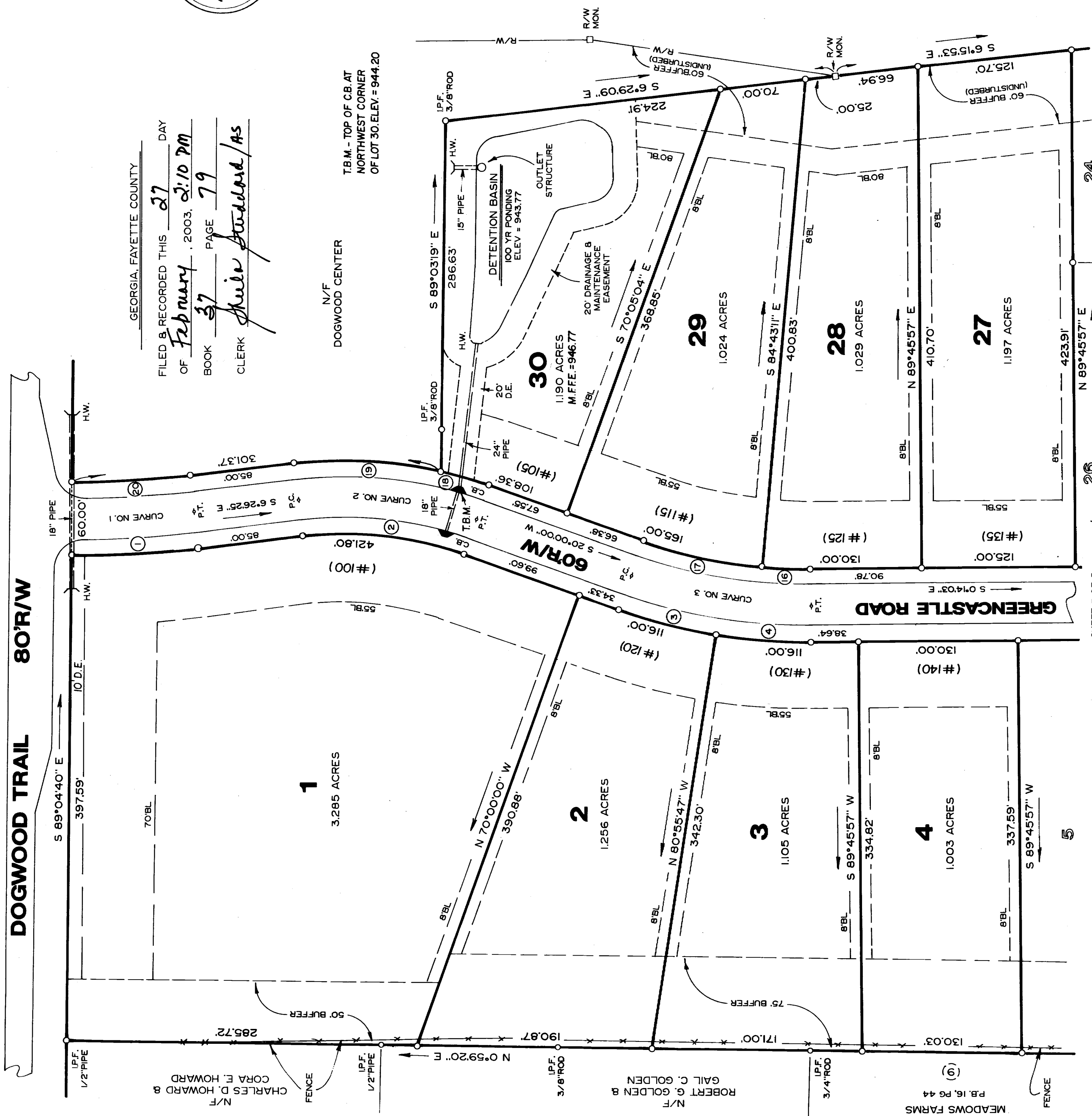
BOOK 37 PAGE 79

CLERK Shirley Stoddard/AS

CLERK

N/F  
DOGWOOD CENTER

T.B.M. - TOP OF C.B. AT  
NORTHWEST CORNER  
OF LOT 30. ELEV. = 944.20



CENTERLINE  
CURVE DATA

CURVE NO. 1

$$\Delta = 7^{\circ}21'45''$$

RAD	= 777.14'
LEN	= 99.86'
TAN	= 50.00'
CHD	= 99.79'

CURVE NO. 2

$$\Delta = 26^{\circ}26'25''$$

$$\text{RAD} = 319.26'$$

$$\text{LEN} = 147.33'$$

$$\text{TAN} = 75.00'$$

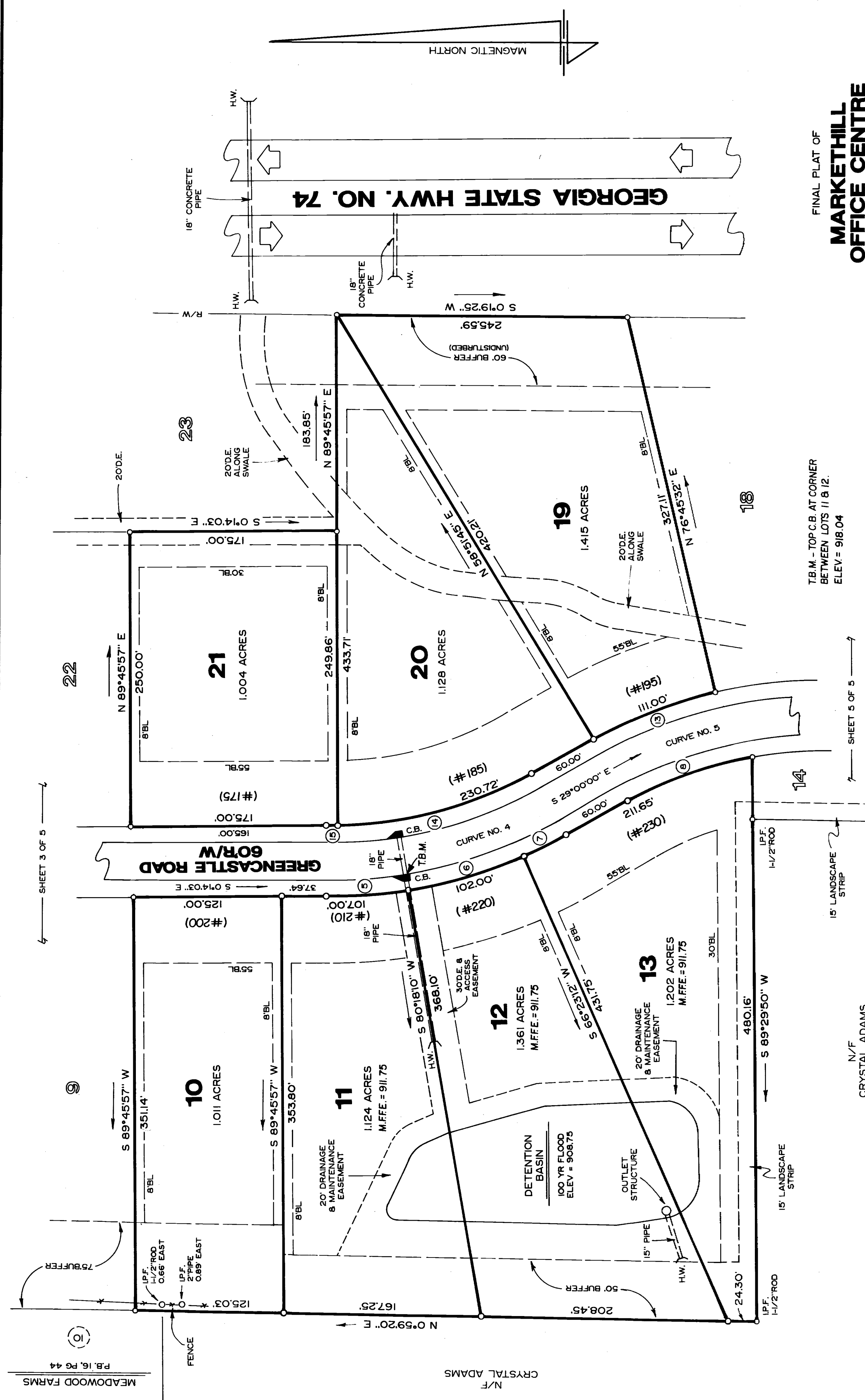
$$\text{CHD} = 146.03'$$

CURVE NO. 3

$$\begin{aligned}\Delta &= 20^{\circ}14'03'' \\ \text{RAD} &= 420.32' \\ \text{LEN} &= 148.44' \\ \text{TAN} &= 75.00' \\ \text{CHD} &= 147.67'\end{aligned}$$

Book: 37 Page: 78 Sec: 12

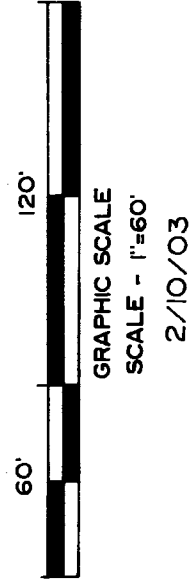




FINAL PLAT OF

# MARKETHILL OFFICE CENTRE

L.L. 136 7th DISTRICT  
FAYETTE CO., GA.



**BOYD & ASSOCIATES**  
LAND SURVEYING & ENGINEERING, INC.

325 SOUTH LEE STREET  
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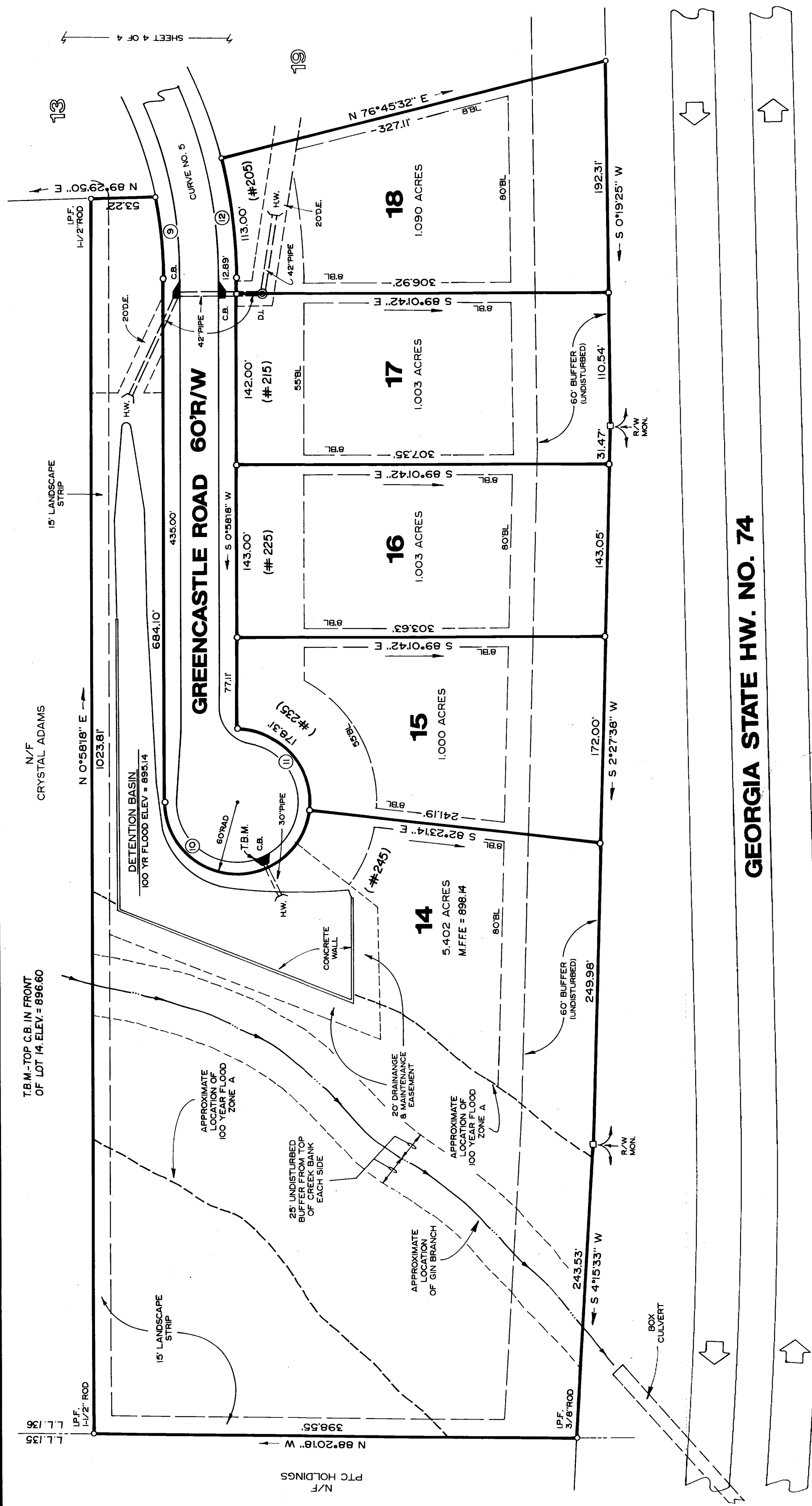
T.B.M. - TOP C.B. AT CORNER  
BETWEEN LOTS 11 & 12.  
ELEV = 918.04

## CENTERLINE CURVE DATA

CURVE NO. 4	CURVE NO. 5
$\Delta = 28^{\circ}45'57''$ RAD = 369.96' LEN = 195.78' TAN = 100.00' CHD = 193.73'	$\Delta = 29^{\circ}58'18''$ RAD = 373.57' LEN = 195.42' TAN = 100.00' CHD = 193.20'

GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY  
OF February, 2003, 2:10 PM  
BOOK 57 PAGE 81  
CLERK Shirley Studdard/AS



FINAL PLAT OF  
**MARKETHILL  
OFFICE CENTRE**

L.L. 136 7th DISTRICT  
FAYETTE CO., GA.



CENTERLINE  
CURVE DATA

CURVE NO. 5

$\Delta = 29^\circ 58' 18"$   
RAD = 373.57'  
LEN = 195.42'  
TAN = 100.00'  
CHD = 193.20'

GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY

OF February 2003, 2:10 PM

BOOK 37 PAGE 82

CLERK *Shirley J. [Signature]*

**BOYD & ASSOCIATES**

**LAND SURVEYING & ENGINEERING, INC.**

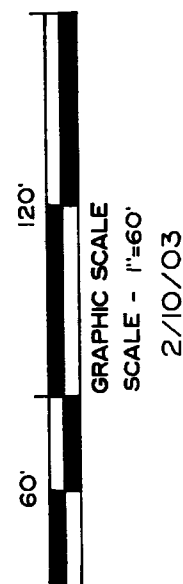
325 SOUTH LEE STREET  
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FINAL PLAT OF

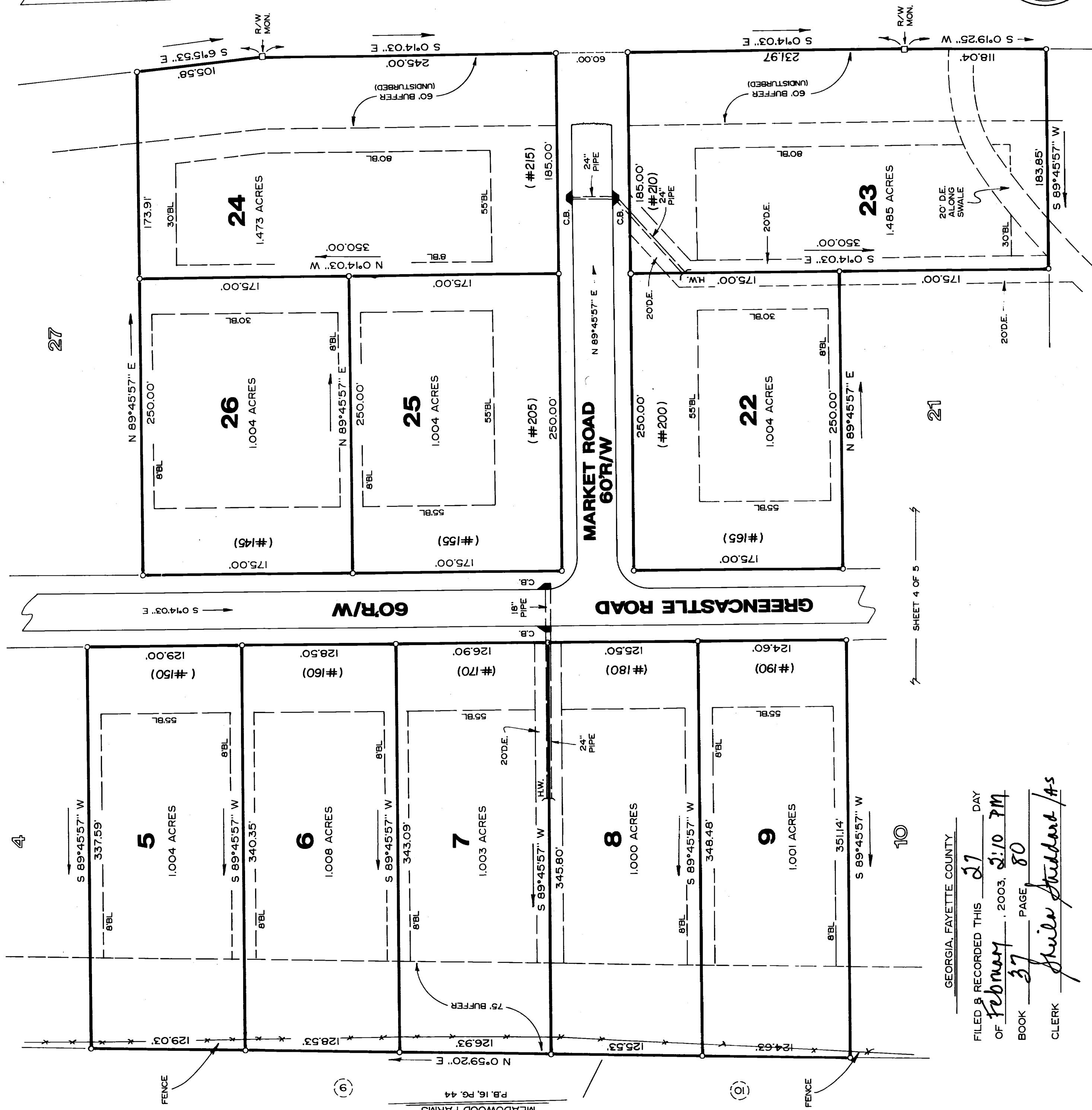
# MARKETHILL OFFICE CENTRE

L.L. 136 7th DISTRICT  
FAYETTE CO., GA.



**GEORGIA STATE HWY. NO. 74**

MAGNETIC NORTH



GEORGIA, FAYETTE COUNTY

FILED & RECORDED THIS 27 DAY

OF February, 2003, 2:10 PM

BOOK 37 PAGE 80

CLERK Julia Studdard / #

Book: 37 Page: 78 Sec: 2

**Record and Return to:**

Weissman PC

5909 Peachtree Dunwoody Road, Suite 100  
Atlanta, GA 30328**File No.: W-09056-21-PC****Parcel ID:** 073611010

Type: WD

Recorded: 9/24/2021 8:26:00 AM

Fee Amt: \$127.50 Page 1 of 3

Transfer Tax: \$102.50

Fayette, Ga. Clerk Superior Court

Sheila Studdard Clerk of Court

Participant ID: 2979894615

**BK 5370 PG 20 - 22****LIMITED WARRANTY DEED****STATE OF GEORGIA  
COUNTY OF FAYETTE**

THIS INDENTURE, made this 16th day of September, 2021 by and between **Travel Property Management LLC**, as party or parties of the first part, hereinafter called Grantor, and **Khasnis Business Properties, LLC, a Georgia limited liability company**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO**

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered  
in the presence of:

Betha  
Unofficial Witness Brittany Andrias

[Signature]  
Notary Public

My Commission Expires: 5/25/25

Travel Property Management LLC, a Florida limited liability  
company

BY: [Signature]  
Christopher Downing, Member



Aubrey Ward  
Notary Public  
State of Florida  
Comm# HH134559  
Expires 5/25/2025

## EXHIBIT "A"

**File No.: W-09056-21-PC**

All that tract or parcel of land lying and being in Land Lot 136 of the 7th District of Fayette County, Georgia, being Lot 26 of Markethill Office Centre, as per Plat recorded in Plat Book 37, Pages 78-82, Records of Fayette County, Georgia, which plat is by reference incorporated herein and made a part hereof.

Deed (Limited Warranty)

W-09056-21-PC

18

Book: 5370 Page: 20 Sequence

**EXHIBIT "B"**

**STORMWATER FACILITY INSPECTION  
AND MAINTENANCE SCHEDULE  
Town of Tyrone, Georgia**

STORMWATER FACILITY	INSPECTION FREQUENCY
Wet Pond	Once per Year
Dry Pond	Once per Year
Constructed Wetlands	Once per Year
Filtration Facility	Once per Year
Enhanced Swales, Grass Channels and Filter Strips	Once per Year

**Required maintenance** – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See [www.georgiastormwater.com](http://www.georgiastormwater.com) for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

**Inspections** – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance Inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Exhibit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.

## Bioretention Areas

A bioretention area is a shallow stormwater basin or landscaped area with well-draining soils, generally composed of sand, fines, and organic matter, and vegetation to capture and treat stormwater runoff. The basin or main treatment area of the bioretention area includes plants to aid in the filtration and infiltration of the stormwater flowing through the practice. An underdrain may be placed in the bioretention area to collect runoff that has filtered through the soil layers and pipe it to the storm sewer system or a nearby water body.



There are some common problems to be aware of when maintaining a bioretention area. They include, but are not limited to, the following:

- Sediment build-up
- Clogging in the inlet and outlet structure
- Establishing vegetation within the bioretention area
- Clogging the underdrain (if applicable)
- Mosquitoes breeding in the practice
- Ant mounds
- Maintaining the proper pH levels for plants
- Pruning and weeding to maintain appearance

Routine maintenance should be performed on the bioretention areas to ensure that the structure is functioning properly. Note that during the first year the bioretention area is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice.

In addition to routine maintenance, bioretention areas have seasonal and intermittent maintenance requirements. For example, the following are maintenance activities and concerns specific to winter months. Planting material should be trimmed during the winter, when the plants are dormant. In the event of snow, ensure that snow does not pile up in the bioretention area. Accumulated snow adds additional weight and may compact the bioretention area soil, which would reduce its infiltration capacity. In addition, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Bioretention areas should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to infiltrate into the ground during the winter months and early spring. Mulch the practice



as needed to keep a thickness of 3-4 inches. Shredded hardwood mulch is preferred, and care should be taken to keep the mulch from piling on the stems of the plants. For more information on vegetation in bioretention areas, see Appendix D: Planting and Soil Guidance.

If the bioretention area is not draining properly, check for clogging of the inflow and outflow structures as well as the infiltration rate of the soil media. If the soil is not draining properly, it could be clogged or over-compacted. In a bioretention area, the media is likely to become clogged at the mulch or upper layer of the soil first. If the media is clogged or over-compacted, then the media should be replaced. Potential sources of excessive sediment that could clog the media include ant mounds and unstable soil upstream of the practice. Possible sources of compaction are vehicles, such as tractors, traveling through the practice. If the practice includes an underdrain, a structural repair or cleanout to unclog the underdrain may be necessary.

In order to keep the water that exits the bioretention area clean, fertilizers should only be used sparingly during the establishment of the practice. Once the vegetation in the practice has been established, fertilizers should not be used. While vegetation in the bioretention area is important, the primary purpose of a bioretention area is to act as a water quality device and introducing fertilizers into the bioretention area introduces nutrients such as phosphorus and nitrogen that can pollute downstream waters. In addition, bioretention areas should already be a nutrient rich environment that does not require fertilization. To control animal nuisances and invasive species, pesticides (including herbicides, fungicides, insecticides, or nematode control agents) should be used sparingly and only if necessary.

If designed correctly, there is no danger of bioretention areas becoming a breeding ground for mosquitoes. A mosquito egg requires 24-48 hours to hatch. In addition, it takes 10-14 more days for the larvae to develop and become an adult. By having a bioretention area that drains properly, it is unlikely that a bioretention area would provide a habitat that could become a breeding area for mosquitoes. Should the bioretention area become a breeding ground for mosquitoes, the problem is likely with the soil media or the overflow structure which may need to be addressed.

The table below shows a schedule for when different maintenance activities should be performed on the bioretention area.

**Bioretention Area Typical Routine Maintenance Activities and Schedule**

Activity	Schedule
<ul style="list-style-type: none"> <li>• Prune and weed to maintain appearance.</li> <li>• Dissipate flow when erosion is evident.</li> <li>• Remove trash and debris.</li> <li>• Remove sediment and debris from inlets and outlets.</li> <li>• Remove and replace dead or damaged plants.</li> <li>• Mow around the bioretention area as necessary, ensuring grass clippings are not placed in the practice.</li> <li>• Observe infiltration rates after rain events. Bioretention areas should have no standing water within 24 hours of a storm event.</li> <li>• Inspect for evidence of animal activity.</li> </ul>	As needed or 4 times during growing season

Activity	Schedule
<ul style="list-style-type: none"> <li>Inspect for erosion, rills, or gullies and repair.</li> <li>Inspect filter strip/grass channel for erosion or gullying, if applicable. Re-seed or sod as necessary.</li> <li>Inspect trees and shrubs to evaluate their health, and remove and replace any dead or severely diseased vegetation.</li> <li>Obtain a mulch depth of at least 3 to 4 inches should be inspected and obtained. Additional mulch should be added as necessary.</li> </ul>	Semi-annually in spring and fall
<ul style="list-style-type: none"> <li>Trim planting material.</li> <li>Inspect for snow accumulation.</li> </ul>	As needed or during winter months
<ul style="list-style-type: none"> <li>Test the planting soils for pH levels. Consult with a qualified licensed Professional to determine and maintain the proper pH levels.</li> </ul>	Annually
<ul style="list-style-type: none"> <li>Replace/repair inlets, outlets, scour protection or other structures as needed.</li> <li>Implement plant maintenance plan to trim and divide perennials to prevent overcrowding and stress.</li> <li>Check soil infiltration rates to ensure the bioretention area soil is draining the water at a proper rate. Re-aerate or replace soil and mulch layers as needed to achieve infiltration rate of at least 0.5 inches per hour.</li> </ul>	2 to 3 years

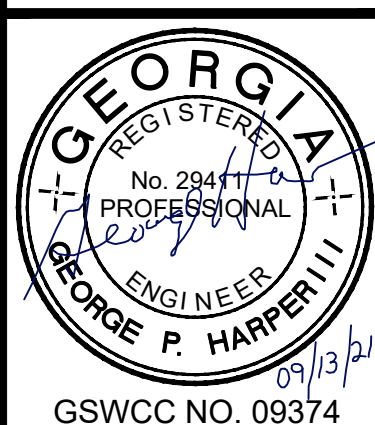
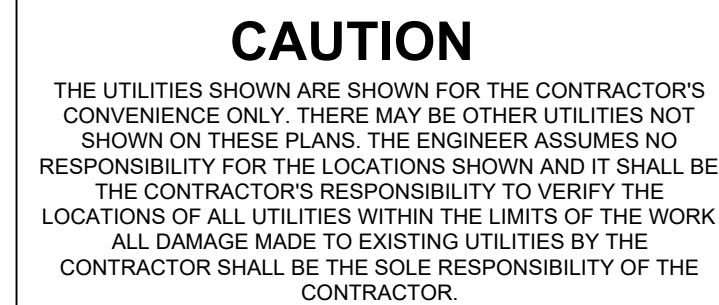
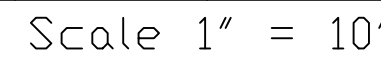
### ADDITIONAL INFORMATION FOR EXHIBIT B

COMMUNITY PANEL 13113C 0079E DATED: SEPTEMBER 26, 2008

\_\_\_\_\_



24 HOUR CONTACT  
PRIMARY PERMITTEE  
Atul Khasnis  
Georgia Rheumatology Clinic  
145 Greencastle Rd.  
Tyrone, GA. 30290  
PH: 678-889-7900  
E: akrheum@gmail.com



RE				
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## C10



**EXHIBIT "C"**

**PERMANENT WATER QUALITY BMP AND  
ACCESS EASEMENT AGREEMENT  
Town of Tyrone, Georgia**

THIS EASEMENT granted this 20 day of January, 2022,  
between the Property Owner KHASNIS BUSINESS PROPERTIES LLC as party of the  
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision  
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

**WITNESSETH**

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid  
at and before the sealing and delivery of this easement and in consideration of the agreements  
and covenants contained in this document and the Stormwater Management Inspection and  
Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an  
easement in and to that portion of the property shown on Exhibit "A" to the Stormwater  
Management Inspection and Maintenance Agreement, as shown and identified on the plat  
attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance  
activities to the Water Quality Best Management Practice (BMP) facility, and to prevent  
development of the property within the easement following issuance of the Certificate of  
Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without  
written permission from the Town of Tyrone, Georgia. This easement is required by the  
provisions of the Stormwater Management Inspection and Maintenance Agreement executed by  
and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their  
duly authorized official, this Agreement.

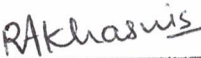
PROPERTY OWNER  
LIMITED LIABILITY CORPORATION

Name of LLC: KHASNIS BUSINESS PROPERTIES LLC, A Georgia Corporation  
Printed or Typed Name

By:   
Signature

ATUL KHASNIS  
Typed or Printed Name

Title: OWNER

Attest:   
Signature of Witness

RUPALI KHASNIS  
Typed or Printed Name

Title: OWNER

(SEAL)

TOWN OF TYRONE, GEORGIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

(TOWN SEAL)

Attachments:

Exhibit 1. Plat of Easement

## EXHIBIT D

## Operations &amp; Maintenance Guidance Document

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.					
Native plants were used in the practice according to the planting plan.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Bioretention Area:					
Additional Comments					
<b>Notes:</b> *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					



# COUNCIL ITEM AGENDA REQUEST FORM

Department: Finance

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Meeting Date: February 3, 2022	Staff Contact: Sandy Beach
Agenda Section: Presentations	

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**Staff Report:**

**Item Description:**

**Audited Financial Report Presentation for the year ending June 30, 2021.**

**Background/History:**

Rushton and Company completed their audit of the Town of Tyrone’s FY 2020/2021 financial books at the end of December 2021. Julie George, Audit Manager with Rushton and Company will be presenting their findings.

**Findings/Current Activity:**

An electronic version of the official financial report has been posted on the Town of Tyrone’s website for Council, Staff, and/or the Public to view under the Finance Department. It has also been posted on the Carl Vinson Institute of Government website where all of the municipalities of Georgia can be found.

**Is this a budgeted item? \_\_\_\_\_ If so, include budget line number: \_\_\_\_\_**

**Actions/Options/Recommendations:**

N/A – This is a presentation.



***Audit Report Presentation  
For the year ended June 30, 2021***



***February 3, 2022***

# AUDIT OPINION – P.1-3

## Town of Tyrone's Responsibilities

The financial statements are the responsibility of the Town of Tyrone's management.

## Rushton's Responsibilities

As independent auditors for the Town of Tyrone, our responsibility is to express opinions on the fair presentation of the financial statements.

## Auditing Standards

We audited the Town's financial statements in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.

## Unmodified Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Town of Tyrone, Georgia, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended.

# Government-wide Statements

These statements provide the reader with information on the Town as a whole, using the full accrual basis of accounting. Columns are presented for the governmental activities and the business-type activities.

Two statements:

Statement of Net Position – Page 4 and 5

- Presents the assets, deferred outflows of resources, liabilities, deferred inflows of resources, and residual net position of the Town

Statement of Activities – Page 6

- Presents the results of operations of the Town

# Net Position – Last 5 Fiscal Years

<b>Fiscal Year</b>	<b>Net Investment in Capital Assets</b>	<b>Restricted Net Position</b>	<b>Unrestricted Net Position</b>	<b>Total Net Position</b>	<b>Revenues over (under) Expenses</b>	
2017	\$ 7,765,694	\$ 294,795	\$ 7,975,907	\$ 16,036,396	\$ 292,160	
2018	9,748,653	1,106,821	7,431,657	18,287,131	2,250,735	1
2019	10,193,094	1,708,900	7,873,293	19,775,287	1,488,156	2
2020	11,195,846	2,324,800	9,566,294	23,086,940	3,311,653	3
2021	12,840,813	2,136,532	11,303,715	26,281,060	3,194,120	4

1 Increase in SPLOST funds, Property Taxes, TAVT, and LOST

2 Increase in Public Works expenses (road paving & repair, stormwater and drainage repair & maintenance)

3 Increase in capital contributions for the sewer system expansion and infrastructure

Decrease in public works expenses over prior year due to less road resurfacing and stormwater maintenance

4 Increase in public safety, public works and housing and development expenses

# General Fund – P. 56-61

## Revenues

Increased \$1,074,096, 20.4%

- Property taxes increased \$213,560
- LOST increased \$309,998
- Insurance Premium Tax increased \$28,694
- CARES grant totaled \$392,922
- Licenses and permits increased \$68,746 – includes ROW fees totaling \$50K that are not expected to be recurring

## Expenditures

Decreased \$1,109,808, 14.7%

- General Government decreased \$1,533,576
- Public Safety decreased \$15,053
- Public Works increased \$189,215
- Housing and Development increased \$130,292
- Debt Service increased \$114,247

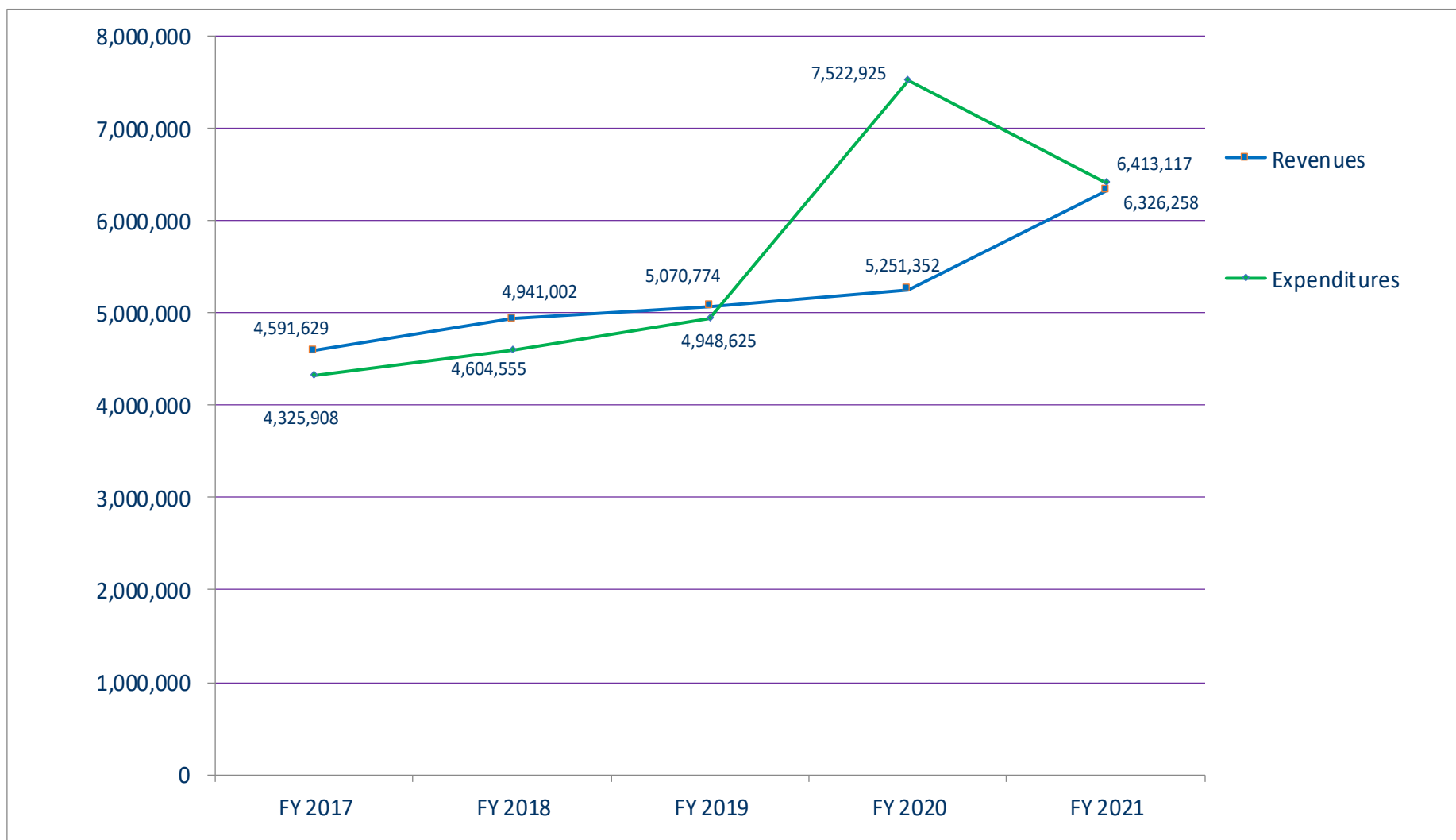
## Unassigned Fund Balance

FY 2021: \$8,283,898 (15.5 months)

FY 2020: \$7,330,953 (11.69 months)

# General Fund

## Revenues & Expenditures – Last 5 Fiscal Years



# Sewer Fund – P. 66-68

## Operating Revenue

Decreased \$1,466, 0.3%

## Operating Expenses

Decreased \$52,210, 10.4%

- Decrease in the cost of sales and services (\$59K) and increase in personal services (\$4K).

# Sanitation Fund – P. 69-71

## Operating Revenues

None in FY 21 or FY 20

## Operating Expenses

None in FY 21 or FY 20

The Town discontinued providing sanitation collection services and outsourced all activities, including billing and collection, beginning April 1, 2018. All funds except \$50,000 were transferred to the General Fund as approved by Council in FY 2019.

Consideration should be given to moving the cash and closing the fund.



# Report on Internal Control and Other Matters – P. 74-75

In accordance with *Government Auditing Standards*, we have issued our report on our consideration of the Town of Tyrone's internal controls and our tests of compliance.

This report describes the scope of our testing of internal control and compliance, and the results of that testing, but is not intended to provide an opinion on the internal control or compliance.

# Current Reporting Changes

## GASB 84

The Governmental Accounting Standards Board (GASB) has issued Statement No. 84, *Fiduciary Activities*. Effective for Town of Tyrone for June 30, 2021.

The statement establishes guidance regarding the identification of fiduciary activities and a financial reporting model for fiduciary activities for state and local governments. The statement requires governments to report fiduciary activities in specific fiduciary fund types.

The statement requires fiduciary activities to be reported in financial statement of fiduciary net position and a statement of changes in fiduciary net position.

# Future Reporting Changes

## GASB 87

The Governmental Accounting Standards Board (GASB) has issued Statement No. 87, *Leases*. Effective for Town of Tyrone for June 30, 2022.

The statement establishes a single approach to accounting for and reporting leases for state and local governments. The statement requires governments to recognize certain lease assets and liabilities that previously were classified as operating leases.

**Julie M. George, CPA**

[jgeorge@rushton.cpa](mailto:jgeorge@rushton.cpa)

**J. Chris Hollifield, CPA**

[chollifield@rushton.cpa](mailto:chollifield@rushton.cpa)

[www.Rushton.cpa](http://www.Rushton.cpa)

770.287.7800





# COUNCIL ITEM AGENDA REQUEST FORM

Section VIII, Item 5.

Department: Administration

## COUNCIL MEETING DATE

January 6, 2022

## STAFF CONTACT

Dee Baker, Town Clerk

## Staff Report:

### Item Description:

Public Hearing for the consideration of an Alcohol License application from Tameca Busby for Hot Tuna Seafood Bar LLLP, located at 1158 B Senoia Road for retail consumption of beer, wine, and distilled spirits.

### Background/History:

Legal Counsel has reviewed the application, Ms. Busby has provided all required information. Legal ad and public hearing signage has been placed according to the ordinance.

### Findings/Current Activity:

If approved, Ms. Busby will be issued the Tyrone alcohol license in order to apply for her State Alcohol License. Once the State License is issued, she can then commence alcohol sales at his location.

Is this a  
budgeted item?

Y

☐

N

☐

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends approval of an alcohol retail consumption license for beer ,wine, and distilled spirits for Hot Tuna Seafood & Barr LLLP, located at 1158 B Senoia Road.



# COUNCIL ITEM AGENDA REQUEST FORM

Section IX, Item 6.

Department: Administration

## COUNCIL MEETING DATE

February 3, 2022

☐ Workshop ☒ Regular Meeting

☐ Consent Agenda

## STAFF CONTACT

Brandon Perkins, Town Manager

## Staff Report:

### Item Description:

Consideration of a Resolution fulfilling the requirements to activate a Downtown Development Authority in the Town of Tyrone.

### Background/History:

The Mayor and Council have expressed a desire to activate the Tyrone Downtown Development Authority for the purpose of providing for the revitalization and redevelopment of the Town's central business district. Passage of this resolution will accomplish this goal.

### Findings/Current Activity:

This document was prepared by the Town's legal team and fulfills the State's requirements for the activation of the Downtown Development Authority. Included in this resolution is the appointment of the initial board of directors as follows per previous Council input: Ernie Johnson, Adam She, John Kaufman, Jeni Mount, Carolyn Fludd, Luci McDuffie, and Billy Campbell.

Is this a  
budgeted item?

Y

☐

N

☒

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends adoption of this resolution.

**TOWN OF TYRONE**

**COUNTY OF FAYETTE**

**RESOLUTION NO.**

**2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE, GEORGIA; TO PROVIDE FOR THE REVITALIZATION AND REDEVELOPMENT OF THE CENTRAL BUSINESS DISTRICT; TO DECLARE THE NEED FOR A DOWNTOWN DEVELOPMENT AUTHORITY TO FUNCTION IN THE TOWN OF TYRONE; TO DESIGNATE A DOWNTOWN DEVELOPMENT AREA; TO APPOINT THE INITIAL BOARD OF DIRECTORS; TO PROMOTE THE PUBLIC HEALTH, SAFETY, AND WELFARE; AND FOR OTHER PURPOSES.**

**W I T N E S S E T H:**

**WHEREAS**, the Mayor and Council for the Town of Tyrone is the duly elected governing authority for the Town of Tyrone; and

**WHEREAS**, the revitalization and redevelopment of the central business district is in the public interest of the citizens of the Town of Tyrone; and

**WHEREAS**, the governing authority for the Town of Tyrone is duly empowered to declare the need for a downtown development authority within the Town of Tyrone; and

**WHEREAS**, the central business district for the Town of Tyrone will benefit from the designation of a downtown development area within which the downtown development authority will operate; and

**WHEREAS**, the governing authority has identified seven (7) individuals who shall be designated as the initial board of directors of the downtown development authority;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Town of Tyrone, Georgia, that:

1.

The revitalization and redevelopment of the central business district of the Town of Tyrone develops and promotes for the public good and general welfare trade, commerce, industry, and employment opportunities and promotes the general welfare by creating a climate favorable to the location of new industry, trade, and commerce. Revitalization and redevelopment of the central business district will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and will promote the general welfare of this Town. It is, therefore, in the public interest and is vital to the public welfare of the people of the Town of Tyrone, and it is declared to be the public purpose herein, so to revitalize and redevelop the central business district of the Town of Tyrone.

2.

The Mayor and Council for the Town of Tyrone, Georgia, hereby declare that there is a need for an authority to function in the Town of Tyrone to be known as the Downtown Development Authority of Tyrone.

3.

The Mayor and Council for the Town of Tyrone further declare that the Downtown Development Authority of Tyrone shall operate and have jurisdiction exclusively over that geographic location in the Town of Tyrone known as the Central Business District, more particularly described in Exhibit "A" attached hereto, with said Exhibit "A" being incorporated herein by this reference. The Central Business District may also be referred to as the "Downtown Development Area."



4.

The Mayor and Council for the Town of Tyrone hereby appoint the following members to the initial board of directors of the Downtown Development Authority of Tyrone:

1. Ernie Johnson;
2. Adam She;
3. John Kaufman;
4. Jeni Mount;
5. Carolyn Fludd;
6. Luci McDuffie; and
7. Billy Campbell.

5.

The Town Clerk is hereby directed to submit a copy of this Resolution to the Secretary of State for the State of Georgia and to the Department of Community Affairs for the State of Georgia.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
ERIC DIAL, Mayor

ATTESTED:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# COUNCIL ITEM AGENDA REQUEST FORM

Section IX, Item 7.

Department: Administration

## COUNCIL MEETING DATE

February 3, 2022

☐ Workshop ☒ Regular Meeting

☐ Consent Agenda

## STAFF CONTACT

Brandon Perkins, Town Manager

## Staff Report:

### Item Description:

Consideration of a new ordinance governing the establishment and operation of the Downtown Development Authority.

### Background/History:

The Mayor and Council have expressed a desire to activate the Tyrone Downtown Development Authority for the purpose of providing for the revitalization and redevelopment of the Town's central business district. Passage of the included ordinance is required in order to finalize this action.

### Findings/Current Activity:

This document was prepared by the Town's legal team and fulfills the State's requirements for the activation of the Downtown Development Authority.

Is this a  
budgeted item?

Y

☐

N

☐

If so, include budget line number:

### Actions/Options/Recommendations:

**STATE OF GEORGIA**

**TOWN OF TYRONE**

**ORDINANCE**

**NO. 2022-\_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE TOWN OF TYRONE, GEORGIA; TO CREATE A BODY CORPORATE AND POLITIC TO BE KNOWN AS THE DOWNTOWN DEVELOPMENT AUTHORITY OF TYRONE; TO DESIGNATE A DOWNTOWN DEVELOPMENT AREA; TO DESIGNATE THE TERMS OF THE INITIAL BOARD OF DIRECTORS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE TOWN OF TYRONE AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF THE TOWN OF TYRONE AS IT PERTAINS TO BOARDS, COMMISSIONS, AND AUTHORITIES IN ARTICLE VI OF CHAPTER 2 SHALL BE AMENDED TO CREATE THE DOWNTOWN DEVELOPMENT AUTHORITY, THE DOWNTOWN DEVELOPMENT AREA, AND DESIGNATING THE TERMS OF THE INITIAL BOARD OF DIRECTORS OF THE DOWNTOWN DEVELOPMENT AUTHORITY AS FOLLOWS:**

**Section 1.** By creating a new Section 2-256, pertaining to “Boards, Commissions, and Authorities,” in Article VI of Chapter 2, to read as follows:

**Sec. 2-256. Downtown development authority.**

(a) There is created in and for the Town of Tyrone a public body corporate and politic to be known as the Downtown Development Authority of Tyrone. The Downtown Development Authority of Tyrone shall consist of a board of seven directors, which includes a member of the governing body of the Town of Tyrone. Three members of the first board of directors shall be appointed for a term of two years each, and three for a term of four years each. The members initially serving two-year terms are: Ernie Johnson; Jeri Mount; and Adam She. The remaining members will serve four-year terms: John Kaufman; Carolyn Fludd; and Luci McDuffie. After expiration of the initial terms, except for the director who is also a member of the governing body of the Town of Tyrone, the terms of all directors shall be four years. The term of a director who is also a member of the governing body of the Town of Tyrone shall end when such director is no longer a member of the governing body of the Town of Tyrone. If at the end of any term of office of any director a successor to such director has not been elected, the director whose term of office has expired shall continue to hold office until a successor is elected. A majority of the board of directors shall constitute a quorum.

(b) The Downtown Development Authority of Tyrone shall operate and have jurisdiction exclusively over that geographic location in the Town of Tyrone known as the Downtown Development Area, more particularly described in Exhibit "A" attached hereto, with said Exhibit "A" being incorporated herein by this reference.

(c) The Downtown Development Authority of Tyrone shall have all those

powers and duties as spelled out in the Downtown Development Authorities Law for the State of Georgia, i.e., O.C.G.A. § 36-42-1 et seq.

**Section 2.** By creating a new Section 2-257, pertaining to “Qualifications and Reimbursement of Directors; Election of Officers; and Training,” in Article VI of Chapter 2 to read as follows:

**Sec. 2-257. Qualifications and reimbursement of directors; election of officers; and training.**

(a) Directors shall be:

(1) Taxpayers residing in the Town of Tyrone.

(2) Owners or operators of businesses located within the Downtown Development Area and who shall be taxpayers residing in Fayette County; or

(3) Persons having a combination of the qualifications specified in paragraphs (1) and (2) of this subsection;

provided, however, that one of such directors may be a member of the Mayor and Council.

(b) Not less than four of the directors having the qualifications specified in subsection (a) of this Code section shall be persons who, in the judgment of the Mayor and Council, either have or represent a party who has an economic interest in the redevelopment and revitalization of the Downtown Development Area.

Successors to the directors shall be appointed by the Mayor and Council.

(c) The directors shall elect one of their members as Chairman and another as Vice Chairman and shall also elect a Secretary and a Treasurer or a Secretary-Treasurer, either of whom may but need not be a director. The directors shall receive no compensation for their services but shall be reimbursed for actual expenses incurred by them in the performance of their duties.

(d) Notwithstanding subsection (a) of this Code section, one director appointed to the board may reside outside the county; provided, however, that such appointed director owns a business within the Downtown Development Area and is a resident of the State of Georgia. If subsequently to his or her appointment to the board pursuant to this subsection, the director ceases to own a business within the Downtown Development Area or reside in the State of Georgia, such director shall relinquish his or her seat on the board.

(e) Except for a director who is also a member of the Mayor and Council, each director shall attend and complete at least eight hours of training on downtown development and redevelopment programs within the first 12 months of a director's appointment to the Downtown Development Authority.

**Section 3.** By creating a new Section 2-258, pertaining to "Meetings," in Article VI of Chapter 2 to read as follows:

**Sec. 2-258. Meetings.**

(a) Meeting schedule. The Downtown Development Authority shall meet



monthly. The Chairman or members of the Downtown Development Authority may call additional meetings.

(b) Meeting location. The Downtown Development Authority shall meet in Tyrone Town Hall unless the Chairman or a majority of the members designates another location.

(c) Bylaws. The Downtown Development Authority shall create adequate bylaws to govern the functioning of the Downtown Development Authority.

**Section 4.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council for the Town of Tyrone.

**Section 5.** All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 6.** In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Mayor and Council hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or

unconstitutional.

**SO ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE

(SEAL)

By: \_\_\_\_\_  
Eric Dial, Mayor

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# COUNCIL ITEM AGENDA REQUEST FORM

Section X, Item 8.

Department: Administration

## COUNCIL MEETING DATE

February 3, 2022

☐ Workshop ☒ Regular Meeting

☐ Consent Agenda

## STAFF CONTACT

Brandon Perkins, Town Manager

## Staff Report:

### Item Description:

Consideration of an employee compensation adjustment.

### Background/History:

See attached memo.

### Findings/Current Activity:

Is this a  
budgeted item?

Y

☐

N

☒

If so, include budget line number:

### Actions/Options/Recommendations:

Staff recommends approval of this increase.

TOWN OF TYRONE  
STATE OF GEORGIA

RESOLUTION NO. 2022-

A RESOLUTION TO ADOPT THE FAYETTE COUNTY 2021 ANNUAL REPORT ON FIRE SERVICES IMPACT FEES (FY 2021), INCLUDING COMPREHENSIVE PLAN AMENDMENTS FOR UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT AND SHORT-TERM WORK PROGRAM (FY2022- FY2026) – TYRONE SUBSECTION

WHEREAS, Fayette County has in collaboration with the towns of Brooks, Tyrone, and Woolsey prepared the “Fayette County 2021 Annual Report on Fire Services Impact Fees (FY2021), Including, Comprehensive Plan Amendments for Updates to the Capital Improvements Element and the Short-Term Work Program (FY2022-FY2026),” and

WHEREAS, the annual update was prepared in accordance with requirements of the Georgia Development Impact Fee Act and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, on the 21st day of October, 2021, the Tyrone Town Council conducted a public hearing on the 2020 Fire Services Impact Fee Report and proposed Comprehensive Plan amendments; approved that report and authorized transmittal to the Atlanta Regional Commission for coordination of regional and state review; and

WHEREAS, the Regional and State reviews have been completed and a notification of compliance has been received from ARC.

BE IT THEREFORE RESOLVED THAT the Tyrone Town Council does hereby adopt the “Fayette County 2021 Annual Report on Fire Services Impact Fees (FY2021) Including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and the Short-Term Work Program (FY2022-FY2026)” – Tyrone Subsection.

ADOPTED by the Tyrone Town Council this \_\_\_\_ day of \_\_\_\_, 2022.

TYRONE, GEORGIA

\_\_\_\_\_  
Eric Dial, Mayor,

ATTEST:

\_\_\_\_\_  
Town Clerk



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** Public Works

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<b>Meeting Date:</b> February 3, 2022	<b>Staff Contact:</b> Scott Langford
<b>Agenda Section:</b> New Business	

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**Staff Report:**

**Item Description:**

Consideration to Award the 2021 Sidewalk Repairs Dublin Downs, Southampton and Cathy Estates PW-2021-16

**Background/History:**

As part of ongoing maintenance, the Town has engaged in maintaining sidewalks within the Town’s rights-of-way and owned property.

**Findings/Current Activity:**

The Town staff bid out sidewalk repair project on January 20, 2022 and obtained 4 bids from contractors. The lowest responsive and responsible bidder was Blount Construction Company, Inc. located in Marietta, Georgia at \$21,553.93. Attached is the bid tabulation and the bid was within FY 21/22 budget.

**Is this a budgeted item?** Yes **If so, include budget line number:** 100-40-52.2208

**Actions/Options/Recommendations:**

Staff recommends Approval to Award the 2021 Sidewalk Repairs Dublin Downs, Southampton and Cathy Estates, Project Number PW-2021-16 to Blount Construction Company, Inc. in the amount of \$21,553.93 upon Legal Counsel’s review and approval of the contract documents.



Bid Tabulation  
 2021 Sidewalk Repairs Dublin Downs, Southampton and Cathy Estates  
 PW-2021-16  
 1/20/2022 @ 10 AM

Company	Crawford Luthersville, GA	Frontier Peachtree City, GA	Helix Fairburn, GA	Aabby Tyrone, GA	Blount Construction Marietta, GA	Piedmont Paving Newnan, GA
Bid Bond (5%):			Yes	Yes	Yes	Yes
Line Items:						
Repairs Dwg C101			\$ 15,370.23	\$ 5,734.00	\$ 5,423.89	\$ 14,235.00
Repairs Dwgs C102 & C103			\$ 12,204.66	\$ 11,846.20	\$ 9,834.38	\$ 29,965.00
Repairs Dwg C104			\$ 24,586.17	\$ 6,375.00	\$ 5,295.66	\$ 13,220.00
Allowance - Special Cond			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Bid Price	No Bid	No Bid	\$ 53,161.06	\$ 24,955.20	\$ 21,553.93	\$ 58,420.00

\* Math Error Correction

Bids Received by: Scott A. Langford  
 Witnessed by: Devon Bouillion